

UST&D

U.S. Tool & Die, Inc.

September 27, 2001
01-0157

Mr. Thomas A. Jones
President
Global Energy Consultants, LLC
944 Main Road
Granville, MA 01034

Dear Tom:

I apologize for taking so long to get the confidentiality agreements back to you. I have been out of the office since Friday.

I look forward to hearing more details about what you are doing and hope that we can find a way to work together.

Very truly yours,

UST&D, Inc.

Robert L. Moscardini
President

RLM/dac

Enclosures

Exhibit 1

CONFIDENTIALITY AND NON-CIRCUMVENTURE AGREEMENT

This confidentiality and non-circumventure Agreement ("Agreement") is executed by and between U.S Tool & Die, Inc., together with its affiliates and associates (collectively UST&D) and Global Energy Consultants, LLC, together with its affiliates and associates (collectively "GEC"). UST&D and GEC are each deemed a party to this Agreement as that term is used below.



To assist the parties in their evaluations of a possible relationship with each other related to various possible businesses, and arrangements; and during the conduct of business resulting from said evaluations or other considerations, each party ("Discloser") will provide certain nonpublic information, concepts and ideas ("Information") to the other party ("Recipient") on the terms and conditions set forth herein.

In consideration of the disclosure by Discloser of such Information, each party to this Agreement covenants and agrees as follows:

1. For purposes of this Agreement, "Information" is that which is provided by Discloser to Recipient from and after the date hereto in written, visual or oral form including, without limitation, proprietary documents relating to the purpose described above, and any new endeavors which may, or may not, be related.
2. Recipient shall maintain Information received in confidence and not disclose such Information or transmit any documents or copies containing such information to any third party except as permitted below.
3. Recipient will use Information received only for the purpose of evaluating the possible transaction describe above. Recipient shall not disclose Information to any third parties without prior written consent of Discloser. Recipient further agrees that in the event discloser develops, without any input from the Recipient, any new techniques, processes or intellectual properties in the course of performing any resultant contract hereunder, the sole right and title to such techniques, other intellectual properties or processes shall remain with the Discloser.
4. Recipient may provide Information to its own employees, as necessary, for the purpose of analyzing the possible systems and arrangements. Recipient's employees shall be bound by confidentiality obligations consistent with the Recipient's obligations hereunder.

5. At the written request of Discloser, Recipient must promptly destroy or return all written materials incorporating Information received from Discloser and all copies of the same. Any oral or visual Information will continue to be subject to the terms of this Agreement.
6. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supercedes all other agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.
7. Each party agrees that this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
8. Each party acknowledges that UST&D and GEC may be in similar businesses, and are not constrained by this Agreement with respect to other business activities except solely to the extent of the express prohibitions contained herein. Each party further agrees to not circumvent the other party, or to circumvent the other party to the other party's clients without prior written authorization.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original.

IN WITNESS WHEREOF, this Confidentiality Agreement is effective as of the later date indicated below the signatures of the duly authorized representatives of the parties.

U.S. Tool & Die, Inc.	Global Energy Consultants, LLC
Sign.: <u></u>	Sign.: <u></u>
Name: <u>ROBERT L. MOSCARDINI</u>	Name: <u>Thomas A. Jones</u>
Date: <u>SEPTEMBER 17, 2001</u>	Date: <u>September 22, 2001</u>